


The Oppressions and Wrongs to the value

of above ten thousand pounds done by *Hugh Audley Esq.* to *Sir Philip Knivett Baronet*, deceased; Occasioned by his selling of his Lands in *Norfolk*, called *Buckenham* and *Tibbenham* in 1648. and 1649. to the said *Hugh Audley* for 18508 l. 10s. whereof the said *Hugh Audley* was to keepe in his hands 6935 l. 13 s. 4 d. and to allow Interest for it, and to pay the rest to the Creditors of *Sir Philip Knivett*.

1.  HE said *Hugh Audley* by Agreement for the said purchased Lands was not to pay any ready money for the same, but only to the Creditors of the said *Sir Philip Knivett* after the said Debts were agreed, and compounded for, by the said *Sir Philip Knivett*. And then the said *Hugh Audley* was to pay the said composition as *Sir Philip Knivett* should order and appoint him the said *Hugh Audley* to pay, And then to pay *Sir Philip Knivett* the Remainder of the said purchase money or to such as he should appoint.
2. The said *H. A.* by the said Agreement was to keep 5000 l. in his hands of that purchase money (which 5000 l. was the money of the now Petitioners, and secured to them by the said Lands purchased) for which the said *Hugh Audley* agreed to pay interest after 6. per Cent. per Annum during the life of the said *Sir Philip Knivett*, and for so long as he should keep it in his hands: And *H. A.* kept that 5000 l. in his hands almost six years and never to this day would pay any Interest for it either to *Sir Philip Knivett* or any other; which interest comes to 1800 l. for that six years, ending 1654. And then he ought to allow interest for that 1800 l. ever since 1654. which he also refuseth to pay, or any part thereof to this day.
3. The said *Hugh Audley* in 1654 did pay and secure onely 4000 l. part of that 5000 l. so as the said *Hugh Audley* doth now owe that 1000 l. and interest for that 1000 l. from 1648. being the time of the said purchase.
4. The said *Hugh Audley* by agreement at time of the said purchase was to keep in his hands 666 l. 13 s. 4 d. to free pretended incumbrances; which incumbrances are freed by *Sir Philip Knivett* many years since, yet the said *Hugh Audley* refuseth to pay that 666 l. 13 s. 4 d. or any interest for it to this day.
5. The said *Hugh Audley* by agreement at time of the said purchase was to keep in his hands 1269 l. more, to make good the particular rents to be of the full Value of a particular thereof, then given to the said *Hugh Audley* by the said *Sir Philip Knivett*; which particular proved to be of a full value, and yet the said *Hugh Audley* refuseth to pay the said 1269 l. or any interest for the same, the interest thereof being now also due for 13 yeares.
6. The said *Hugh Audley* is to allow more of the purchase money yet resting in his hands 724 l. and interest for the 724 l. untill this time.
7. That the Composition which *Sir Philip* made with his then Creditors were many of them made 2, 3, 4, 5 years after date of the said purchase. Therefore the said *Hugh Audley* ought to allow Interest for the said purchase money for so long as he kept the same, or any part thereof in his hands before he paid that Composition.
8. The said *Hugh Audley* pretends severall payments for the said purchased lands, but the said payments are not to be allowed, except the said *Hugh Audley* will shew some order or consent from *Sir Philip Knivett* to authorize him to pay the same.
9. The said *Hugh Audley* denieth to give an account of the particular payments of the said purchase money, being 18508 l. 10 s. or particular times when, or to whom he paid it, but amongst other abuses of that kind, the said *Hugh Audley* makes paid in one particular summe, 8453 l. 12 s. 3 d. and denieth to shew the particulars thereof, and most unjustly insists upon acknowledgement of a receipt thereof under *Sir Philip Knivett*'s hand and scale, dated 22. April 1652. which was unjustly given from the said *Sir Philip Knivett*, he being in very lame, weak, and decrepit, and wanted money to sustain himself, as by his Letter did then write to the said *Hugh Audley*: And the truth is, that the two summes above-mentioned of 666 l. 13 s. 4 d. touching Incumbrances, and the other of 1269 l. to make good the rents, are both included in the said summe of 8453 l. 12 s. 3 d. and therefore the said *Hugh Audley* very unjustly refuseth to shew the particulars how he paid that 8453 l. 12 s. 3 d. but stands Commission of Rebellion in the Exchequer for not performing the same.
10. The said *Sir Philip Knivett* and *Hugh Audley* agreed at time of the purchase, under their hands and scales, that if any difference should at any time arise betwixt them the said *Sir Philip* and *Hugh Audley*, that then the said difference or differences from time to time were to be decided and ended by *Sir Orlando Bridgeman* Knight, who is now Lord Chief Justice of the Common Pleas, but the said *Hugh Audley* most unjustly alwayes did, and doth refuse to referre the same unto him the said *Sir Orlando*, though he was often prayed by the said *Sir Philip Knivett*, and by others since his death, that he the said *Hugh Audley* would refer the said difference; to him.
11. And the said *Hugh Audley* at that time of the said purchase, did faithfully promise to the said *Sir Philip Knivett*, that if at any time in seven years after the said *Sir Philip Knivett*, or any other in his behalf, would satise and pay all his just payments and disbursements touching the said purchase, together with the interest after 6. per cent. per ann. that then he the said *Hugh Audley* would reassume all the said lands back againe unto him the said *Sir Philip Knivett* or his Assignes, and that he would truly account for all the mean profits by him received for the same Lands: and also allow interest after the like rate of 6. per cent. per ann. for all moneys then or at any time resting in his hands, belonging to the said *Sir Philip Knivett*, or to any of his said children or Grand-children; but the said *Hugh Audley* being preferred the same, and desired to have his said promise, both by the said *Sir Philip Knivett* in his life-time, and by others since, hath from time to time, and still doth refuse to accept thereof, but hath by both purchased the said Lands, and hath possession of them, and he will keep them, and give no further account thereof, or to that effect.
- SO by these unjust courses of the said *Hugh Audley*, the said *Hugh Audley* doth keep in his hands at this day by the particulars above-mentioned in principall and interest above ten thousand pounds of the said purchase money, which did belong to the said *Sir Philip Knivett* in his life-time, and belongs to the petitioners by Order and Assignment thereof by the said *Sir Philip Knivett*, unto them as aforesaid.

AUDLEY (HUGH) The Oppressions and Wrongs to the value of above ten thousand pounds done by Hugh Audley to Sir Philip Knivett, Baronet, deceased. Occasioned by his selling of his lands in Norfolk, called Buckenham and Tibbenham in 1648 and 1649 to the said Hugh Audley for 18508 l. 10s. whereof the said Hugh Audley was to keepe in his hands 6935 l. 13s. 4d. and to allow interest for it, and to pay the rest to the creditors of Sir Philip Knivett, etc. [A statement of the grievances and claims of the Creditors of Sir P. Knivett.] [1661.] s. sh. fol. C. 18. e. 1. (57.)